

MEMORANDUM

October 5, 1967

TO: Boston Redevelopment Authority

FROM: Francis X. Cuddy, Development Administrator

SUBJECT: URBAN BEAUTIFICATION AND IMPROVEMENT DEMONSTRATION
PROJECT (MASS. BD-1)
APPROVAL OF CONTRACT

Under Section 708(c) of the Housing Act of 1961 the Authority submitted an application for a grant for an Urban Beautification and Improvement Demonstration Project in an amount equal to the cost of the project, not to exceed \$368,712.00, representing 90% of the estimated cost of the project of \$407,394.00.

The Department of Housing and Urban Development has approved the application and has submitted a contract for execution. The form of the contract is attached.

The project consists substantially of the demonstration of methods of improving the utilization and effect of signs and lighting in the urban environment by (1) conducting a comprehensive study of the use and regulation of signs and lighting in urban areas, and designing and installing experimental signs and lighting models in publicly owned or controlled areas in Boston, and (2) developing and publishing materials, including a report on the results of such study and installation, together with recommended policies, designs and an outline for model municipal codes for the control of signs and lighting in urban areas. It will be completed within two years from the effective date of the contract.

I recommend that this contract be approved.

An appropriate Resolution is attached.

~~CRIMINAL FORM~~

RESOLUTION ~~ORDINANCE~~ APPROVING AND PROVIDING FOR THE EXECUTION
OF A PROPOSED URBAN BEAUTIFICATION AND IMPROVEMENT
DEMONSTRATION GRANT CONTRACT

WHEREAS, under Section 708(c) of the Housing Act of 1961, as amended, the United States of America (herein called the "Government") has tendered to Boston Redevelopment Authority (herein called the "Public Body") a proposed Urban Beautification and Improvement Demonstration Grant contract under which the Government agrees to make a Grant to the Public Body to aid in financing a project, designated Project No. Mass. BD-1; and

WHEREAS the Public Body has given due consideration to said proposed Contract; and

WHEREAS the Public Body is duly authorized, under and pursuant to the Constitution and Laws of the State of Massachusetts, (or its charter and by-laws), to undertake and carry out said Project and to execute such proposed Contract:

BE IT (RESOLVED) (~~ORDINANCE~~) BY Boston Redevelopment Authority
AS FOLLOWS:

Section 1. The proposed Contract, designated "Urban Beautification and Improvement Demonstration Grant Contract, Contract No. Mass. BD-1" ^(c) consisting of Parts I and II, under and subject to the provisions, terms, and conditions of which the Government will make an Urban Beautification and Improvement Demonstration Grant under Section 708 (c) of the Housing Act of 1961, as amended, to the Public Body to aid in financing the cost of a project, designated Project No. Mass. BD-1, situated in Boston, is hereby in all respects approved.

Section 2. The Development Administrator is hereby authorized and directed to execute said proposed Contract in 5 counterparts on behalf of the Public Body, and the Develop. Administrator is hereby authorized and directed to impress and attest the official seal of the Public Body on each such counterpart and to forward such counterparts to the DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, together with such other documents relative to the approval and execution thereof as may be required by the Government.

Section 3. The Develop. Administrator of this Public Body is hereby authorized to file requisitions, together with necessary supporting documents, with the Government, from time to time as Grant funds are required, requesting payments to be made to it on account of the Grant provided for in the Contract, and to do and perform all other things and acts required to be done or performed in order to obtain such payments.

Section 4. The Public Body agrees to abide by all of the provisions, terms, and conditions of said Contract.

Section 5. This (Resolution) (Ordinance) shall take effect this fifth day of October 19 67.

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONTRACT FOR GRANT FOR URBAN BEAUTIFICATION AND IMPROVEMENT DEMONSTRATION
PROJECT UNDER TITLE VII OF THE HOUSING ACT OF 1961, AS AMENDED

Project No. Mass. BD-1
Contract No. Mass. BD-1(G)

PART I

THIS AGREEMENT, consisting of this Part I and the Terms and Conditions forming Part II hereof (which Parts, together, are herein called the "Contract"), effective on the date hereinbelow set out, by and between the Boston Redevelopment Authority (herein called the "Public Body") and the United States of America (herein called the "Government"), WITNESSETH:

In consideration of the mutual covenants, promises, and representations contained herein, the parties hereto do agree as follows:

SEC. 1. Purpose of Contract. The purpose of this Contract is to provide for the undertaking of a Project with Federal financial assistance to the Public Body in the form of an urban beautification and improvement demonstration grant (herein called the "Grant") under Section 708(c) of Title VII of the Housing Act of 1961, as amended, with respect to the Project, and to state the terms and conditions upon which such assistance will be extended and the understandings of the parties as to the manner in which they contemplate that the Project will be undertaken and completed.

SEC. 2. The Project. The Public Body agrees to undertake, carry out, and complete, two years from the effective date hereof, a certain urban beautification and improvement demonstration Project, substantially as described in its Application filed with the Government, and in accordance with the terms and conditions of this Contract. The Project consists substantially of the demonstration of methods of improving the utilization and effect of signs and lighting in the urban environment by (1) conducting a comprehensive study of the use and regulation of signs and lighting in urban areas, and designing and installing experimental signs and lighting models in publicly owned or controlled areas in Boston and (2) developing and publishing materials, including a report on the results of such study and installation, together with recommended policies, designs and model municipal codes for use of signs and lighting in urban areas.

SEC. 3. The Grant. In order to assist the Public Body in financing the costs of the above-described Project, which costs are estimated to be

\$407,394, the Government will make a Grant in an amount equal to 90 percent of the actual cost of the Project, as determined by the Secretary, and of the "fixed fee" as described in SEC. 4 hereof, or in the amount of \$368,712, whichever is less.

SEC. 4. Amount To Be Compensated Government For Its Inspections and Audits. The amount (herein called the "fixed fee") which shall be compensated the Government by the Public Body for the former's inspections and audits shall be \$2,286, payable at the time the first requisition for a Grant payment is approved, by deducting the entire amount of the fixed fee from the first Grant payment to be made to the Public Body: Provided, That if the fixed fee is increased subsequent to payment as aforesaid, the amount of the increase shall be payable at the time the next requisition for a Grant payment is approved, by deducting same from the Grant payment to be made to the Public Body. No part of the fixed fee is refundable to the Public Body.

SEC. 5. Counterparts of the Contract. This Contract is executed in 5 counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Public Body has caused this Contract to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Government has caused the same to be duly executed in its behalf this _____ day of _____, 1967.

[SEAL]

BOSTON REDEVELOPMENT AUTHORITY
~~CITY OF BOSTON, MASSACHUSETTS~~

By _____
(Signature)

ATTEST:

(Type or Print Name)

(Title)

(Title)

ATTEST:

UNITED STATES OF AMERICA
Department of Housing and Urban Development

Attesting Officer

By _____
Assistant Secretary for Metropolitan
Development

CONTRACT FOR GRANT FOR URBAN BEAUTIFICATION AND IMPROVEMENT DEMONSTRATION
PROJECT UNDER SECTION 708(c) OF TITLE VII OF THE HOUSING ACT OF 1961, AS AMENDED

PART II

TERMS AND CONDITIONS

SEC. 101. USE OF CERTAIN TERMS

Except where the context clearly indicates otherwise, the following terms, as used herein, shall have the meanings ascribed to them in this Section:

(A) The capitalized term "Secretary" means the Secretary of Housing and Urban Development, Department of Housing and Urban Development, or the duly authorized representative of the Secretary.

(B) The term "Contract" means this Contract between the Government and the Public Body, and includes Parts I and II and any additional document or documents incorporated herein by special reference, as well as any amendment.

(C) The term "Application" means the written application for the Grant by the Public Body, including any revisions thereto, together with all explanatory, supporting, or supplementary documents filed therewith.

(D) The term "Project" means the Project activities described in Section 2 of Part I of this Contract.

SEC. 102. ACCOMPLISHMENT OF PROJECT

The Public Body will commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the Application and the provisions of this Contract. The Public Body will carry out the Project in compliance with all requirements imposed by or pursuant to regulations of the Secretary effectuating Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 252). The Public Body agrees not to discriminate upon the basis of race, color, or national origin in the program or activity for which the Public Body receives financial assistance under this Contract. The United States shall be deemed to be a beneficiary of these provisions both for and in its own right and also for the purpose of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit this provision has been provided and shall have the right, in the event of any breach of this provision, to maintain any actions or suits at law or in equity or any other proper proceedings to enforce the curing of such breach.

SEC. 103. MEETING REQUIREMENTS OF STATE OR LOCAL LAW

In carrying out the Project, the Public Body shall conform to all requirements of State and local law.

SEC. 104. RECORDS AND INSPECTIONS

(A) The Public Body shall maintain full and accurate books and records with respect to all matters covered by this Contract. The Secretary and the Comptroller General of the United States shall have free access at all proper times to such records, and the right to examine and audit the same and make transcripts therefrom, and to review and inspect all work, data, documents, and proceedings in connection with the Project.

(B) The Public Body will compensate the Government for expenses by the Government for the latter's inspections and audits of the Project, by paying the Government a fixed fee therefor in the amount stated in Part I hereof. Such amount shall be payable solely out of funds becoming available to the Public Body for its undertaking of the Project.

SEC. 105. INFORMATION AND REPORTS

(A) General. The Public Body shall, at such times and in such form as the Secretary may require, furnish it with such periodic reports concerning the status of the Project and the Beautification Demonstration Account, and with such statements, certificates, approvals, proposed budgets, and copies of proposed and executed contracts, purchase orders, salary schedules, and other information relative to the Project, as may be requested. The Public Body will furnish the Secretary, upon request, with copies of studies, reports, surveys, proposals, plans, maps, charts, schedules, photographs, films, exhibits, and other materials prepared or developed in connection with or as part of the Project.

(B) Publication, Reproduction, and Use. The Public Body shall obtain the approval of the Secretary prior to the publication of any Project reports. All publications shall contain an appropriate notice of the Federal financial assistance provided by the Secretary under Section 708 (c) of Title VII of the Housing Act of 1961, as amended. The Government shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or materials, in whole or in part. No reports, documents, or other materials produced in whole or in part with Project Funds shall be copyrighted.

SEC. 106. COSTS INCURRED PRIOR TO DATE OF THE CONTRACT

In determining the amount of Grant to be paid, the Government will exclude from consideration all Project costs incurred by the Public Body prior to the date of this Contract, or prior to the date of the approved budget for the Project, whichever is earlier.

SEC. 107. PRIOR CONCURRENCE IN CONTRACTS WITH THIRD PARTIES

Except as otherwise authorized in writing by the Secretary, the Public Body shall not execute any contract with any party with respect to the Project without the prior written concurrence of the Secretary.

SEC. 108. GRANT REQUISITIONS AND PAYMENTS

(A) Preliminary Action by Public Body. In order to obtain any Grant payment, the Public Body is required to:

- (1) File with the Secretary its requisition therefor including its estimates of cash needs (on form or forms prescribed by the Secretary) and such other data pertaining to the Beautification Demonstration Account (defined in Sec. 113(A)) and the Project as the Secretary may require, to justify and support the Grant payment requisitioned; and
- (2) Comply with all applicable provisions of this Contract.

(B) Government's Obligations. Subject to other provisions hereof, the Government will honor such requisitions in amounts and at times deemed by the Secretary to be proper to insure the carrying out of the Project and payment of the eligible costs thereof in accordance herewith. However, notwithstanding any other provisions of this Contract, the Government may elect not to make a payment on account of the Grant:

- (1) Misrepresentation. If the Public Body shall have made any misrepresentation of a material nature in its Application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
- (2) Litigation. If there is then pending litigation with respect to the performance by the Public Body of any of its duties or obligations which may jeopardize or adversely affect the Project, this Contract, or the Grant;
- (3) Public Body's Action After Submittal of Documents. If, after having furnished the Secretary, pursuant to Section 105(A) hereof, any proposed budget, proposed or executed contract, or data with respect to any other proposed action pertaining to the Project, the Public Body shall have proceeded further with respect thereto without having been advised by the Secretary that the Government has no objection to the Public Body's so proceeding; or
- (4) Default. If the Public Body shall be in default under or in violation of any of the provisions of this Contract.

SEC. 109. TERMINATION OR SUSPENSION OF GOVERNMENT'S OBLIGATIONS

(A) Termination or Suspension Generally. If the Public Body abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in paragraphs (1) to (4), inclusive, of Section 108(B) hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Public Body is rendered improbable, infeasible, impossible, or illegal, the Government may, by written notice to the Public Body, suspend any or all of its obligations under this Contract until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Government may terminate any or all of its obligations under this Contract. In the event this Contract is terminated either for the reasons specified in Section 108(B), paragraph (1), (3), or (4), or because the Public Body abandons or before completion finally discontinues the Project, the Public Body agrees, upon request by the Secretary, to refund promptly to the Secretary any or all of the Grant payments theretofore received by it.

(B) War Clause. In the event of war or of a declaration or proclamation of a national emergency arising out of a threat of war or hostilities, the Government may, upon notice to the Public Body, terminate or suspend its obligations, in whole or in part, under this Contract as of such date or dates (which shall not be earlier than the date when the Public Body would normally be expected to receive such notice) as may be set forth in such notice. Eligible costs upon the basis of which the amount of the Federal Grant payable at final termination or suspension and settlement under this subsection (B) is computed shall include (1) Project costs incurred by the Public Body in conformity with this Contract up to the "termination date" specified in such notice and (2) any other costs legally incurred by the Public Body which are caused by or directly attributable to such termination or suspension. The total Federal Grant upon final termination or suspension and settlement under this subsection shall not exceed the limitations specified in Part I, Section 3, applied to the aggregate of all Project costs incurred by the Public Body, including the total amount of costs described in (1) and (2) of this subsection.

(C) Action Subsequent to Notice of Termination or Suspension. Upon receipt of the notice specified in subsection (A) or (B) of this Section 109, the Public Body will proceed promptly to carry out the actions required therein which may include any or all of the following: (1) promptly take all necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the Federal Grant is to be computed under this Section; (2) furnish a statement of the status of the Project activities and of the Beautification Demonstration Account as well as a proposed schedule, plan, and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings the costs of which are otherwise includable as Project costs; and (3) remit to the Government such portion of the Grant payment previously received as is determined by the Secretary to be due the Government under the provisions of subsection (A) or (B) of this Section. The closing out

shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Secretary, or upon the basis of terms and conditions imposed by the Secretary upon the failure of the Public Body to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Government of any or all Grant funds previously received by the Public Body or the closing out of Federal financial participation in the Project shall not constitute a waiver of any claim which the Government may otherwise have arising out of this Contract.

SEC. 110. REFUND OF EXCESS GRANT PAYMENTS

To the extent that any Grant payments to the Public Body are in excess of the amount the Government is obligated to pay, the Public Body shall promptly refund the same to the Government.

SEC. 111. REFUND OF GRANT PAYMENTS UPON COMPLETION

Upon completion of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Beautification Demonstration Account is made, the Public Body shall refund to the Government any unexpended balance of Grant funds.

SEC. 112. OTHER FINANCIAL AID FROM THE GOVERNMENT

If the Public Body shall receive any funds (other than those received under the terms hereof), directly or indirectly, from the Government, or any agency or instrumentality thereof, to aid in financing the Project, to the extent that such funds are so received the cost of the Project upon which the amount of the Grant is computed, as set forth in Part I, Section 3, hereof, shall be reduced.

SEC. 113. ACCOUNTING RECORDS

(A) Establishment and Maintenance. The Public Body shall establish for the Project separate accounts to be maintained within its existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Beautification Demonstration Account."

(B) Funds Received or Made Available for the Project. The Public Body shall promptly deposit in an account in a bank which is a member of the Federal Deposit Insurance Corporation and shall appropriately record in the Beautification Demonstration Account all Grant payments received by it from the Government pursuant to this Contract and all other funds provided for, accruing to, or otherwise received on account of the Project.

(C) Costs Incurred for the Project. The Public Body shall charge to the Beautification Demonstration Account all costs of the Project. (Costs in excess of the latest approved budget shall be for the sole account of the Public Body and the Federal Government shall be under no obligation to make any Grant in excess of the provisions of Part I, Section 3.)

(D) Documentation of Project Costs. All costs, including paid services, force account work, and materials furnished by the Public Body, charged to the Project shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents. Materials, whether donated to the Public Body or obtained under contract, must be of a nature which can easily be appraised or valued for audit purposes. Services obtained without cost to the Public Body may not be valued or charged as costs of the Project eligible for Grant assistance.

SEC. 114. THE PROJECT BUDGET

(A) The Public Body shall carry out the Project and shall incur obligations against and make disbursements of Project Funds only in conformity with the latest approved budget for the Project and subject to the provisions of Section 113(C) of this Contract. The budget may be revised from time to time, but no such budget or revision thereof shall be effective for the purposes hereof unless and until the Secretary shall have approved the same for said purposes.

(B) Payment of the Grant provided for in Section 3 of Part I of this Contract shall be based on and limited to costs which have been approved by the Secretary as eligible Project costs, in the light of applicable Federal law and in accordance with the Secretary's rules and regulations implementing that law. Such costs shall not include (1) expenditures or costs incurred contrary to the provisions of this Contract; (2) cost of major construction; (3) cost of major engineering projects; (4) cost of acquiring land; (5) cost of city-wide or area-wide urban design plans; (6) cost of certain recreational equipment and facilities; (7) costs not directly for the carrying out of the Project; (8) ordinary overhead and administrative costs; or (9) costs of a regular and continuing nature, except that salaries and wages of officers and employees of the Public Body, other than elected officials and appointed principal executives of the Public Body who have not been appointed specifically for the purpose of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Public Body may be considered as proper costs of the Project to the extent of the time thus devoted and recorded, if they are otherwise in accordance with the provisions hereof.

SEC. 115. LABOR AND CONSTRUCTION PROVISIONS

(A) Contract and "Force Account" Work. The Public Body may elect to carry out any necessary construction, development, beautification, or improvement work as part of the Project by utilization of its own employees or it may have such work done under written contracts let by it. Any contracts entered into for such work shall contain appropriate provisions to require compliance with all applicable Federal laws and regulations pertaining to such contracts, to the work to be performed thereunder, and to the persons employed in the carrying out of such contracts.

(B) Competitive Bidding. The Public Body will give full opportunity for free, open, and competitive bidding for each contract to be let by it calling for construction, development, beautification or improvement, or other similar work, as a part of the Project, or for the furnishing of any materials, supplies, or equipment for or in connection with the Project; will give such publicity to its advertisements or calls for bids for each such contract as will provide adequate competition; and the award of each such contract, when made, will be made by it as soon as practicable to the lowest responsible bidder: Provided, That, in the selection of such materials, equipment, or supplies, the Public Body may, in the interest of standardization or ultimate economy, if the advantage of such standardization or such ultimate economy is clearly evident and an appropriate provision for such action is included by it in the proposed contract documents upon which bids are invited, award a contract to a responsible bidder other than the lowest in price: Provided, further, That purchases of such materials, equipment, or supplies in amounts of \$2,500 or less, and contracts in amounts of \$2,500 or less calling for construction, development, beautification or improvement, or other similar work, as a part of the Project, may, except where contrary to the requirements of State or local law, be made from time to time by the Public Body without negotiation or competitive bidding and without observance of the other provisions of this subsection.

(C) Provisions to be Included in Certain Contracts. Before the Public Body receives bids or proposals for, or otherwise negotiates for, a proposed contract which calls for the performance of any work on the Project which will entail, for such work, the employment by the contractor or his subcontractors of laborers or mechanics, the Public Body shall include in the proposed contract documents appropriate wage schedules (including the applicable wage determination decision of the Secretary of Labor, United States Department of Labor) and other provisions which are consistent with the provisions embodied in that document entitled "Federal Labor Standards Provisions," attached hereto marked HUD-3200 and made a part hereof. Such schedules, wage determination decision, and other provisions, as included in such proposed contract documents, shall also be included in the contract documents as executed. The Public Body will include in each contract mentioned in the preceding sentence of this subsection an appropriate provision requiring the contractor to insert in each of his subcontracts which will entail the employment by such subcontractor of laborers and mechanics, as aforesaid, wage and other provisions which are consistent with such contractor's contract with the Public Body.

(D) State or Local Laws Concerning Wage Rates for Laborers and Mechanics. If State or local laws require that laborers or mechanics who are employed by the Public Body's contractors, or by such contractors' subcontractors, in the carrying out of the Project, be paid not less than the wages which are established pursuant to such laws and if such wages so established are higher than the wages which are predetermined by the Secretary of Labor, United States Department of Labor, pursuant to the Davis-Bacon Act, to be the wages prevailing in the locality in which the Project is carried out, nothing in this Contract is to be construed as intended to relieve the Public Body of its obligation, if any, to require payment of such higher wages.

(E) Equal Employment Opportunity.

(1) Activities and Contracts Not Subject to Executive Order 11246.
In the carrying out of the Project, the Public Body will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Public Body will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Public Body agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Public Body will, in all solicitations or advertisements for employees placed by or on behalf of the Public Body, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin. The Public Body will incorporate the foregoing requirements of this subparagraph (1) in all of its contracts for Project work, except contracts governed by subparagraph (2) of this Section 115(E) and contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for Project work.

(2) Activities and Contracts Subject to Executive Order 11246.
The Public Body will incorporate or cause to be incorporated into any contract for construction or modification thereof which is governed by Executive Order 11246, and the rules and regulations of the Secretary of Labor pursuant thereto, the following provisions, altered only to reflect the proper identity of the parties:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Body setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the Public Body, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Public Body or the Secretary of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That, in the event the contractor becomes involved in, or is threatened with, litigation

with a subcontractor or vendor as a result of such direction by the Public Body or the Secretary of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Public Body further agrees that it will be bound by the above equal opportunity provisions in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.

(3) Definition -- Contract for Construction. As used in this Section 115(E), "contract for construction" means any contract or agreement for demolition, site clearance, site preparation, improvement or development.

(4) Enforcement Obligations of Public Body. The Public Body will assist and cooperate actively with the Secretary of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the provisions set forth in subparagraph (2) and with the rules, regulations, and relevant orders of the Secretary of Labor and will obtain and furnish to the Secretary of Housing and Urban Development and to the Secretary of Labor such information as they may require for the supervision of such compliance. The Public Body will enforce the obligations of contractors and subcontractors under such provisions, rules, regulations, and orders and will carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the Secretary of Housing and Urban Development. The Public Body will refrain from entering into any contract subject to Executive Order 11246 or extension or other modification of such a contract with a contractor who has been debarred from, or who has not demonstrated his eligibility for, Government contracts and federally assisted construction contracts as provided in Executive Order 11246. In the event the Public Body fails and refuses to comply with its undertakings, the Public Body agrees that the Government (i) may cancel, terminate, or suspend this Contract in whole or in part, (ii) may refrain from extending any further assistance under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Public Body, or (iii) may refer the case to the Department of Justice for appropriate legal proceedings.

SEC. 116. MISCELLANEOUS PROVISIONS

(A) Interest of Public Body Personnel and Other Local Public Officials. The Public Body shall adopt and enforce measures to assure that no member of its governing body and no other officer or employee of the Public Body and no member of the governing body or other public official of any other public body in the urban area who exercises any functions or responsibilities in connection with the carrying out of the Project shall, prior to the completion

of the Project, voluntarily acquire any personal interest, direct or indirect, in any property included in the Project or in any contract or proposed contract in connection with the undertaking of the Project. If any such member, employee, or officer presently owns or controls, or in the future involuntarily acquires, any such personal interest, he shall immediately disclose such interest to the Public Body. Any member, employee, or officer who shall have or acquire such interest shall not participate in any action by the Public Body affecting the undertaking of the Project, unless the Public Body shall determine that, in the light of the personal interest disclosed, the participation of such individual in any such action would not be contrary to the public interest. The Public Body shall promptly advise the Secretary of the facts and circumstances concerning any disclosure made to it pursuant to this provision and the action taken by the Public Body upon being made aware of said facts and circumstances.

(B) Interest of Certain Federal Officials. No Member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

(C) Bonus or Commission. The Public Body shall not pay any bonus or commission for the purpose of obtaining the Secretary's approval of the Application or any other approval by the Secretary which may be necessary under this Contract.

(D) Government Not Obligated to Third Parties. The Government shall not be obligated or liable under this Contract to any party other than the Public Body.

(E) How Contract Affected by Provisions Being Held Invalid. If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if it is in conformity with the terms and requirements of applicable law.

(F) Provisions Concerning Certain Waivers. Subject to applicable Federal law, any right or remedy which the Government may have under this Contract may be waived in writing by the Government by a formal waiver and either with or without the execution of an amendatory or supplementary agreement, if, in the judgment of the Government, this Contract, as so modified, will still conform to the provisions and requirements of applicable laws.

(G) When Rights and Remedies Not Waived. In no event shall the making by the Government of any Grant payment to the Public Body constitute or be construed as a waiver by the Government of any breach of covenant or any default which may then exist, on the part of the Public Body, and the making of any such payment by the Government while any such breach or default shall exist shall in no wise impair or prejudice any right or remedy available to the Government in respect of such breach or default.

